

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MASSACHUSETTS  
BOSTON DIVISION

RANDY L. HANCOCK,  
Plaintiff

v.

PRINCETON PROPERTIES MANGEMENT, INC.)  
d/b/a PRINCETON PROPERTIES APARTMENTS)  
CHRISTIAN H. GARGUREVICH, and )  
ROLAND FONG dba R & R LAWN )  
MAINTENANCE AND LANDSCAPING and )  
GREATSCAPES OF NASHUA, INC., )  
Defendants, )

C.A. NO. 04-10781NMG

**ANSWER WITH JURY CLAIM OF DEFENDANTS, ROLAND FONG dba R&R LAWN  
MAINTENANCE AND LANDSCAPING AND GREATSCAPES OF NASHUA, INC.**

**DEFENDANTS, ROLAND FONG dba R&R LAWN MAINTENANCE AND  
LANDSCAPING AND GREATSCAPES OF NASHUA, INC.'S CROSSCLAIM AGAINST  
PRINCETON PROPERTIES MANGEMENT, INC.  
d/b/a PRINCETON PROPERTIES APARTMENTS,**

**and**

**DEFENDANTS, ROLAND FONG dba R&R LAWN MAINTENANCE AND  
LANDSCAPING AND GREATSCAPES OF NASHUA, INC.'S CROSSCLAIM AGAINST  
CHRISTIAN H. GARGUREVICH**

**I. NATURE OF CASE**

1. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 1 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.

**II. PARTIES**

2. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 2 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.

3. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 3 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
4. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. Landscaping can neither admit nor deny the averments of paragraph 4 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
5. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 5 of the plaintiff's second amended complaint..
6. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. admit the averments of paragraph 6 of the plaintiff's second amended complaint.

### **III. JURISDICTION AND VENUE**

7. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. states this is a legal assertion and thus they can neither admit nor deny the averments of paragraph 7 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
8. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. states this is a legal assertion and thus they can neither admit nor deny the averments of paragraph 8 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
9. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. states this is a legal assertion and thus they can neither admit nor deny the averments of paragraph 9 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
10. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. states this is a legal assertion and thus they can neither admit nor deny the averments of paragraph 10 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
11. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. states this is a legal assertion and thus they can neither admit nor deny the averments of paragraph 11 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.

WHEREFORE, the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. pray that this Court dismiss the plaintiff's second amended complaint and enter judgment for the Defendants , Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which includes an award of costs to the Defendants , Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

#### IV. FACTUAL ALLEGATIONS

12. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 12 of the plaintiff's second amended complaint.
13. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 13 of the plaintiff's second amended complaint.
14. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 14 of the plaintiff's second amended complaint.
15. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 15 of the plaintiff's second amended complaint.
16. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 15 of the plaintiff's second amended complaint.
17. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 17 of the plaintiff's second amended complaint.
18. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 18 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
19. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 19 of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
20. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 20 of the plaintiff's second amended complaint.
21. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 21 of the plaintiff's second amended complaint.
22. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 22 of the plaintiff's second amended complaint.

WHEREFORE, the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. pray that this Court dismiss the plaintiff's second amended complaint and enter judgment for the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which includes an award of costs to the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

## **V. CLAIMS**

### **A. COUNT I – RANDY HANCOCK V. PRINCETON PROPERTIES- NEGLIGENCE**

23. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. re-affirm, re-allege, and incorporate herein their responses to paragraphs 1-22 of the plaintiff's second amended complaint.
24. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 24 of Count I of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
25. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 25 of Count I of the plaintiff's second amended complaint..
26. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 26 of Count I of the plaintiff's second amended complaint.
27. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 27 of Count I of the plaintiff's second amended complaint.
28. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 28 of Count I of the plaintiff's second amended complaint.

WHEREFORE, the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. pray that this Court dismiss this Count I of the plaintiff's second amended complaint and enter judgment for the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which includes an award of costs to the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

### **B. COUNT II – RANDY HANCOCK V. CHRISTIAN GARGUREVICH- NEGLIGENCE**

29. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. re-affirm, re-allege, and incorporate herein their responses to paragraphs 1-28 of the plaintiff's second amended complaint.
30. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 30 of Count II of the plaintiff's second amended complaint, as they have no personal knowledge thereof.

31. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 31 of Count II of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
32. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 32 of Count II of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
33. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 33 of Count II of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
34. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 34 of Count II of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
35. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 35 of Count II of the plaintiff's second amended complaint, as they have no personal knowledge thereof.

WHEREFORE, the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. pray that this Court dismiss this Count II of the plaintiff's second amended complaint and enter judgment for the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which includes an award of costs to the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

**C. COUNT III – RANDY HANCOCK V. PRINCETON PROPERTIES- NEGLIGENCE**

36. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. re-affirm, re-allege, and incorporate herein their responses to paragraphs 1-35 of the plaintiff's second amended complaint.
37. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 37 of Count III of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
38. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 38 of Count III of the plaintiff's second amended complaint, as they have no personal knowledge thereof.

39. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 39 of Count III of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
40. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 40 of Count III of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
41. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 41 of Count III of the plaintiff's second amended complaint, as they have no personal knowledge thereof.

WHEREFORE, the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. pray that this Court dismiss this Count III of the plaintiff's second amended complaint and enter judgment for the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which includes an award of costs to the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

**D. COUNT IV – RANDY HANCOCK V. PRINCETON PROPERTIES- BREACH OF WARRANTY OF HABITABILITY**

42. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. re-affirm, re-allege, and incorporate herein their responses to paragraphs 1-41 of the plaintiff's second amended complaint.
43. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 43 of Count IV of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
44. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 44 of Count IV of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
45. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 45 of Count IV of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
46. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 46 of Count IV of the plaintiff's second amended complaint, as they have no personal knowledge thereof.

47. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 47 of Count IV of the plaintiff's second amended complaint, as they have no personal knowledge thereof.

WHEREFORE, the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. pray that this Court dismiss this Count IV of the plaintiff's second amended complaint and enter judgment for the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which includes an award of costs to the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

**E. COUNT V – RANDY HANCOCK V. PRINCETON PROPERTIES- BREACH OF COVENANT OF QUIET ENJOYMENT**

48. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. re-affirm, re-allege, and incorporate herein their responses to paragraphs 1-47 of the plaintiff's second amended complaint.
49. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. can neither admit nor deny the averments of paragraph 49 of Count V of the plaintiff's second amended complaint, as they have no personal knowledge thereof.
50. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 50 of Count V of the plaintiff's second amended complaint.
51. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 51 of Count V of the plaintiff's second amended complaint.

WHEREFORE, the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. pray that this Court dismiss this Count V of the plaintiff's second amended complaint and enter judgment for the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which includes an award of costs to the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

**F. COUNT VI – RANDY HANCOCK V. ROLAND FONG d/b/a R&R LAWN MAINTENANCE AND LANDCAPING- NEGLIGENCE**

52. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. re-affirm, re-allege, and incorporate herein their responses to paragraphs 1-51 of the plaintiff's second amended complaint.

53. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 53 of Count VI of the plaintiff's second amended complaint.
54. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 54 of Count VI of the plaintiff's second amended complaint.

WHEREFORE, the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. pray that this Court dismiss this Count VI of the plaintiff's second amended complaint and enter judgment for the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which includes an award of costs to the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

**G. COUNT VII – RANDY HANCOCK V. GREATSCAPES OF NASHUA, INC. – NEGLIGENCE**

55. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. re-affirm, re-allege, and incorporate herein their responses to paragraphs 1-54 of the plaintiff's second amended complaint.
56. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 56 of Count VII of the plaintiff's second amended complaint.
57. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny the averments of paragraph 57 of Count VII of the plaintiff's second amended complaint.

WHEREFORE, the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. pray that this Court dismiss this Count VII of the plaintiff's second amended complaint and enter judgment for the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which includes an award of costs to the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

All remaining allegations of the plaintiff's complaint are denied.

**VI. REQUEST FOR RELIEF**

WHEREFORE, the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. pray that this Court dismiss the plaintiff's second amended complaint and enter judgment for the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which includes an award of costs to the Defendants, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc.

### **AFFIRMATIVE DEFENSES**

1. The complaint fails to state a claim against this Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., for which relief can be granted
2. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. say that the injuries or damages alleged were caused in whole or in part by the plaintiff's own negligence, or the negligence of the person in whose care and custody the plaintiff was at the time of the accident alleged in plaintiff's complaint.
3. The Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. say that the acts or omissions alleged in plaintiff's complaint to be negligent were committed, if at all, by a person or persons for whose conduct the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc not legally responsible.
4. Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. say that the injuries or damages alleged were caused in whole or in part by the conduct of the plaintiff and/or the plaintiff's agents, servants or employees, which conduct violated the various laws, statutes, ordinances and regulations governing the conduct of the parties at the time said injuries or damages were sustained.
5. In the event the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. are found negligent, which the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny, then the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. say that the plaintiff was comparatively negligent and that said negligence was greater than that of the Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. barring plaintiff's recovery.
6. The Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. say that if it shall appear at the trial of this matter that the plaintiff sustained injuries and/or damages as alleged in the complaint, then said injuries and/or damages were the result of the negligence of the plaintiff, which was the cause or a contributing cause of said injuries and/or damages.
7. The Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. say that there has been an insufficiency of process.
8. The Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. say that the plaintiff has not commenced this action within the time allowed by statute for the commencement of such actions.
9. The Defendants Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. deny each and every paragraph, averment, item and matter set forth in plaintiff's complaint, which has not been specifically admitted.
10. The defendant, Roland Fong, is misnamed. The defendant's correct name is Greatscapes of Nashua, Inc.

DEFENDANTS ROLAND FONG dba R&R LAWN MAINTENANCE AND LANDSCAPING AND GREATSCAPES OF NASHUA, INC. DEMAND A TRIAL BY JURY ON ALL ISSUES.

**CROSS-CLAIMS FOR CONTRIBUTION**

**PARTIES**

1. The cross-claim plaintiff, Roland Fong is an individual residing in Nashua, New Hampshire.
2. The cross-claim plaintiff, Greatscapes of Nashua, Inc., is corporation formed under the laws of the State of New Hampshire, has a usual place of business in Nashua, New Hampshire.
3. The cross-claim defendant, Princeton Properties Management, Inc. d/b/a Princeton Properties Apartments ("Princeton Properties") is a corporation formed under the laws of the Commonwealth of Massachusetts and has a usual place of business 1115 Westford Street, Lowell County of Middlesex, Commonwealth of Massachusetts.
4. The cross-claim defendant, Christian H. Gargurevich ("Gagurevich") is an individual and at all relevant times to this action has resided within the geographical boundaries of the Eastern District Massachusetts.

**CROSS CLAIM COUNT I**

5. Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. say they are the defendants in this action entitled Hancock v. Roland Fong dba R&R Lawn Maintenance and Landscaping et al, and that said action arise out of an alleged trip and fall accident which allegedly occurred on February 8, 2004, in which plaintiff alleged he suffered injury and/or damages as a result of the negligence and carelessness of the defendant Roland Fong dba R&R Lawn Maintenance and Landscaping, Greatscapes of Nashua, Inc. and Princeton Properties in connection with snow removal and or maintenance at the premises owned or controlled by Princeton Properties.
6. Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. are not responsible for the injury and/or damages alleged by plaintiff.
7. If it is established that the plaintiff is entitled to recover from Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. denies then Roland Fong dba R&R Lawn Maintenance and Landscaping says they are entitled for contribution from Princeton Properties as a joint tortfeasor pursuant to M.G.L.c231B.

### **PRAYERS FOR RELIEF**

WHEREFORE, the Plaintiffs in cross-claim, Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., demand judgment for contribution against cross-claim defendant, Princeton Properties with respect to any damages which may be recovered by the plaintiff, Randy L. Hancock, against Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. together with costs and interest as provided by law and any other further relief as this Honorable Court deems just, fair and equitable.

### **CROSS CLAIM COUNT II**


8. Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. say that they are the defendants in this action entitled Hancock v. Roland Fong dba R&R Lawn Maintenance and Landscaping et al, and that said action arise out of an alleged trip and fall accident which allegedly occurred on February 8, 2004, in which plaintiff alleged he suffered injury and/or damages as a result of the negligence and carelessness of the defendant Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. and Gagurevich in connection with snow removal and or maintenance at the premises owned or controlled by Princeton Properties.
9. Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. are not responsible for the injury and/or damages alleged by plaintiff.
10. If it is established that the plaintiff is entitled to recover from Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc., which Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. denies then Roland Fong dba R&R Lawn Maintenance and Landscaping and Greatscapes of Nashua, Inc. says they are entitled for contribution from Gagurevich as a joint tortfeasor pursuant to M.G.L.c231B.

### **PRAYERS FOR RELIEF**

WHEREFORE, the Plaintiff in cross-claim, Roland Roland Fong dba R&R Lawn Maintenance and Landscaping, demands judgment for contribution against cross-claim defendant, Gagurevich with respect to any damages which may be recovered by the plaintiff, Randy L. Hancock, against Roland Fong dba R&R Lawn Maintenance and Landscaping together with costs and interest as provided by law and any other further relief as this Honorable Court deems just, fair and equitable.

Date: 11/17/05

By their attorney,



Robert P. Turner, Esquire  
BBO#: 504900  
LAW OFFICES OF BRUCE R. FOX  
27B Midstate Office Park  
Auburn, MA 01501  
Telephone: (866) 290-7435

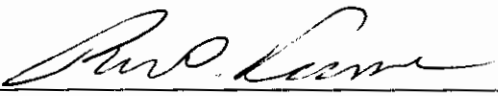
#### **CERTIFICATE OF SERVICE**

I, Robert P. Turner, attorney for the above named Defendants , Roland Fong dba R&R Lawn Maintenance and Landscaping, do hereby certify that I caused a copy of the within document to be served upon each named party by mailing a copy of same, postage prepaid, to each party's counsel of record, namely:

Mark S. Shuman  
Law Office of Mark S. Shuman, P.C.  
535 Boylston Street, 8<sup>th</sup> Floor  
Boston, MA 02116

Denise Lauretti, Esq.  
Horn & Lauretti  
225 Friend Street  
Boston, MA 02114

Signed under the pains and penalties of perjury this 17<sup>th</sup> day of November, 2005.

  
Robert P. Turner, Esquire